JUDGE PAULEY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

12 CIV 6845

---X

KUSHTRIM DEMAJ

Plaintiff,

-against-

CASE NO:______

BRANDON BELMONTE

Defendant.

---X

RECEIVED SEP 10 2012 U.S.D.C. S.D. N.Y. CASHIERS

COMPLAINT

STATEMENT OF THE CASE

Plaintiff Kushtrim Demal is the victim of a fraud and scheme as well as breach of contract perpetrated by Defendant Brandon Belton in this action.

JURISDICTION

1. Jurisdiction of this Court is invoked pursuant to:

28 USC § 1332 Diversity of Citizenship, Amount in Controversy.

VENUE

2. The Southern District of New York is the proper venue for this lawsuit because the cause of action arose in Flushing, New York.

PARTIES

3. Plaintiff Kushtrim Demal is a private individual with a residence of 267 Rout 118 Baldwin Place New York 10505.

4. Defendant Brandon Belmonte is a resident of 200 East Lake Street, Winsted Connecticut New York, 06098.

STATEMENT OF FACTS

5. That Plaintiff is a business man and resident of the State of New York.

6. That upon belief and information, Defendant is a resident of the State of Connecticut.

7. That in or on February 20, 2012 the Plaintiff in good faith entered into a written agreement and loaned Defendant $70,000 dollars that was to be secured with interest in a liquor store in Yonkers New York. See Exhibit "A"

8. The liquor store was to be opened by July 1, 2012.

9. Defendant Belmonte informed Plaintiff that he was short another $70,000 dollars and needed the money to open the liquor store.

10. Plaintiff advance to Defendant Belmonte an additional $70,000 dollars to open the liquor store.

11. As part of a separate agreement, Defendant Belmonte agreed to pay Plaintiff $3000 dollars per month as interest and principal. See exhibit "B"

12. Subsequently, Plaintiff learned that Defendant had defrauded him as there was never a liquor store.

13. Plaintiff demanded that Defendant Belmonte return the funds.

14. On July 21, as part of the agreement to pay the interest and principle, Defendant Belmonte issued to Plaintiff a check for $3000 dollars that had insufficient funds. See Exhibit "C."

15. That several time Plaintiff demanded the Defendant to pay the money loaned, but the Defendant Belmonte acting in bad faith failed to release the funds to Plaintiff.

16. Plaintiff repeats, reiterates and re-alleges each and every allegation of the complaint in paragraphs 5 to 15.

17. That by virtue of the foregoing, the Defendant Belmonte is liable for monies he received from Plaintiff and as Defendant 's intention was to keep said funds for his personal use and not to establish a liquor store as agreed.

WHEREFORE, Plaintiff demands judgment against the defendant as follows:

a) for a money judgment on the cause of action alleged in paragraphs 5 to 15,

b) for a money judgment in the sum of $140,000.00 against the Defendant Brandon Belmonte with cause of action as alleged in paragraphs 5 to 15,

c) for such other and further relief as to this Court may seem just and proper.

Respectfully submitted,

Kushtrim Demaj
267 Rout 118 Baldwin Place
New York 10505.

Agreement:

This agreement dated Feb / 01 / 2012 between Brandon Belmonte and Kushtrim Demaj. Kushtrim Demaj is giving Brandon Belmonte $70,000.00 for intrest in a liquor store in Yonkers, NY. If the store doesn't open by 7/1/12 Brandon Belmonte will refund Kushtrim Demaj the $70,000.00 deposit. One week before the stores scheduled opening Kushtrim Demaj will give an additional $105,000.00 for a total of $175,000.00 for his intrests in the Yonkers liquor store. If one week before the store opens Kushtrim Demaj doesn't come up with the additional $105,000.00 he will lose his initial deposit of $70,000.00 and will surrender his shares in the company to Brandon Belmonte. If you agree to the terms of this contract please sign below.

[signature] 2/1/12

Brandon Belmonte Date:

Kushtrim Demaj [signature] Feb 01/2012

Kushtrim Demaj Date:

AGREEMENT

Brandon Belmonte will pay Kushtrim Demaj $3,000/ week until October 1, 2012 and will also pay Kushtrim Demaj $200,000 by October 1st, 2012 with $50,000 due by 8/1/12 and then that will leave a balance of $150,000 which is due by 10/1/12. By signing below you agree to the terms above.

7/12/12

Brandon Belmonte

7/12/12

Kushtrim Demaj

211274450
07/25/2012
000000717706026

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON (A)
NOT SUFFICIENT FUNDS

Cash Letter 1 of 1
Bundle 1 of 1
Item 1 of 1

00000057166805 6 07/23/2012
C031201360

NSF

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Brandon D. Belmonte 4-12

50-791/214

7/21/12
Date

Pay to the Order of Euro Atlantic Auto $ 3,000 ~

three thousand AND 00/100 Dollars

Capital One Bank
Capital One, N.A.

For

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VOID

VOID